

**City of Sacramento
Operational Policy for
Integrated Pest and Vegetation Management**

BACKGROUND

The Central Valley Regional Water Quality Control Board recently approved a Pesticide Plan to be implemented by the City of Sacramento (City) as required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597. The Pesticide Plan is a comprehensive plan with a goal to reduce the discharge of pesticides from municipal stormwater systems to urban creeks within Sacramento County to the maximum extent practicable. It was decided that the best way to minimize the water quality risks associated with pesticides was to promote Integrated Pest Management (IPM), and to ensure that the pesticides' benefits to society outweigh their potential risks to human and environmental health. The control of pests in urban environments is shifting away from routine applications of chemicals to the utilization of a balanced approach consisting of physical/mechanical, cultural, biological, and chemical controls. Moreover, these controls focus primarily on an environmentally compatible, economically feasible approach to manage pest populations under acceptable levels. All pesticide management activities performed by City staff and City contracted services are to be in compliance with the NPDES Permit requirements, the Pesticide Plan and the City's internal pesticide use policies

The City owns and maintains various types of municipal land use areas and facilities each requiring varying levels of maintenance. Departments within the City provide landscape and vegetation management services for: approximately 2000 acres of park spaces, including all trees within the parks, park strips, and right-of-ways; vegetation management along 65 miles of drainage channels, 25 miles of levees, and approximately 233 acres of detention basin areas, including several miles of roadside ditches and alleys; and community spaces including 699 acres of golf courses, 44 acres at the Historic City Cemetery, 16.5 acres within the Zoo and Fairytale Town, and several acres of landscaped areas around community buildings. In addition to vegetation management, the City also oversees structural pest management at approximately 120 public facilities. All City Departments involved with pest management are organized into Divisions and Sections each having responsibilities for specific management areas.

POLICY STATEMENT

The purpose of this Operational Policy (hereafter referred to as policy) is to direct all operations within the City that manage pests or vegetation on City lands, including waterways, buffer zones, rights-of-way, developed landscapes, lawns and turf, natural open spaces, weed management areas, detention basins, easements, and structures. The policy is intended to provide a common basis for pest and vegetation management by the City that will address public health, safety, economic, legal and/or aesthetic requirements. The policy applies to internal City operations plus contracted services, but not to the residents or businesses of the City.

The City and all of its departments and functions, including contracted services, shall make pest management decisions consistent with the principles of IPM. The overall goal of the City's IPM Program is to implement pest-control measures that emphasize the reduction of pesticide usage and its associated risks at City owned and maintained property.

IPM PROGRAM

IPM program implementation is the function of various departments within the City. The individual departments, divisions, and sections within the City that control pests or manage vegetation shall develop and implement a written integrated pest management program consistent with this policy and tailored to the needs of each division/section's within each department. The IPM program may contain, but is not limited to:

1. General approaches to be used to implement the IPM policy.
2. Identify staff member(s) responsible for program implementation.
3. Planning, design and maintenance standards consistent with the IPM approach for facilities, structures, landscapes, rights-of-way, and bodies of water.
4. Pest tolerances (injury and action levels).
5. Typical pest management strategies for common sites or pests.
6. Weed abatement control plans.
7. Specific pesticide limitations.
8. Acquaint City workers and City contracted services with the IPM approach and new best management practices (BMPs) as they become known.
9. Monitoring, record-keeping and effectiveness evaluation strategies.

Where feasible, the division/section shall consider practices that include the following guidelines:

1. Establish an IPM Implementation Plan for each pest.
2. Monitoring (inspection procedures to monitor pest population levels).
3. Treatment and threshold levels for each site based on how much biological, aesthetic, or economic damage each site can tolerate.
4. Determine corrective actions when the established action threshold is reached.
5. Determine the most effective treatment time based on pest biology/physiology and other variables such as weather, seasonal changes in wildlife use, and local conditions.
6. Identify and evaluate conditions that encourage pest problems.
7. Design building remodels and construction specifications to reduce or eliminate pest habitats.
8. Modify management practices such as control measures when applicable.
9. Monitor treatment to evaluate effectiveness.
10. Establish and maintain an accurate record-keeping system to catalog monitoring information and to document and evaluate effectiveness of pest management procedures.

11. Evaluate the effectiveness of the IPM Program and make adjustments as needed.
12. Conduct an on-going education program for staff and contracted employees.
13. Use low risk, low concentration type pesticides when possible.
14. Use preventative applications when known pest pressures are recognized to avoid high rate corrective applications.

These guidelines are a companion to the IPM policy and describe in greater detail what constitutes an IPM approach. As new research and implementation experience evolves, these guidelines will be revised. The purpose of these guidelines is to offer consistent and constructive advice to the City's departments as the IPM Implementation Plans are being developed. Each plan shall contain general implementation steps as well as specific maintenance standards and IPM strategies.

IPM MANAGEMENT

The City has established a Pesticide Advisory Committee (PAC) that is responsible for the development of the IPM implementation program and monitoring. The PAC includes representatives from each department/division responsible for pest or vegetation management. IPM experts will be consulted to develop, review, refine, or implement IPM Program elements.

The IPM program promotes learning and adapting based on experience. This process is known as adaptive management. Periodic review and/ or extreme situations may result in the need for modifications and additions to this policy and/or the City's IPM program over time.

The PAC will meet periodically to evaluate progress and experiences in implementing the City's IPM policy. The PAC requirements shall include, but are not limited to:

1. Meeting no less than two times per year.
2. Annual evaluation of pest management practices of all departments with regards to the pesticide plan and policy and NPDES Permit changes.
3. Establishing pest management decisions based on the best science and data available.
4. Ensuring that any decisions and positions taken are understood by affected departments.
5. Clearly communicating any decisions, guidelines and actions in a manner that facilitates informed review by all affected departments.
6. Working together to address transition challenges.
7. Assisting departments in developing strategies, funding, and resources to make the IPM program successful.
8. Exploring creative, common-sense approaches for achieving transitions to least-toxic pest control.
9. Suggesting revisions to the City's IPM program.



DEPARTMENT
OF UTILITIES

CITY OF SACRAMENTO
CALIFORNIA

1395 35TH AVENUE
SACRAMENTO, CA
95822-2911

ENGINEERING
SERVICES DIVISION

PH 916-808-1400
FAX 916-808-1497/1498

Responsibility for Implementation of Operational Policy for Integrated Pest and Vegetation Management

Execution of this signature page by an authorized representative of the applicable City Department confirms the Department's adoption and acceptance of responsibility for the implementation of the City's Operational Policy for integrated pest and vegetation management, in accordance with the NPDES Permit and Pesticide Plan.

Accepted by: _____ Date: _____

Printed Name: _____

Title: _____

Department: _____

Address: _____

Phone/ Fax: _____



CITY OF SACRAMENTO

Applied Pest Management

PROCUREMENT SERVICES DIVISION

FILED

Bid Number: B081181018

OCT 24 2007

By The
Office of The City Clerk

INVITATION FOR BID

And

Contract Specifications

FOR: Integrated Pest Management Services**Bids Must Be Received Prior To 2:00 P.M. on October 17, 2007****Bids Must Be Submitted To:**U.S. MailCity Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391Expedited Non-U.S. MailCity Clerk's Office
915 I Street, Ste. 122391
Sacramento, Ca 95814-2604Personal DeliveryCity Clerk's Office
Historic City Hall
915 I Street, Ste. 116
Sacramento, CA 95814

Pre-Bid Conference:

Mandatory: ☐ Yes
☒ NoMonday, October 1, 2007 8:00 a.m.Meadowview Corporation Yard
2812 Meadowview Rd., Bldg. 1
Sacramento, CA 95822**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**

(Bidder to complete the following information)

Name of Bidder: APPLIED PEST MANAGEMENTAddress: 2425 SONOMA BLVDCity, State, Zip Code: VALLEJO, CA. 94590Phone Number: 1-800-244-1176Email Address: APM2APPLIEDPESTM67.COMCITY
CONTRACT NO. 2007-295

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

Bid No. B081181018

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(Formal – Services)**

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SECTION I REQUIREMENTS

DATE BID OPENED	10-24-07
EMPLOYEE INITIALS	V.M.
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input checked="" type="checkbox"/> NONE REQUIRED	
<input type="checkbox"/> PROPERLY SIGNED	
BID DEPOSIT TYPE	
<input type="checkbox"/> BID BOND	
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK	
<input type="checkbox"/> CERTIFIED CHECK	
<input type="checkbox"/> CASH	
<input type="checkbox"/> CALIF. BANK MONEY ORDER	
AFTER AWARD OF BID	
<input type="checkbox"/> SECURITY RETURNED	
<input type="checkbox"/> SECURITY ACCEPTED	
EMPLOYEE INITIALS	
DATE	

SECTION I - REQUIREMENTS

A. "NO BID" RESPONSE FORM

Bid No.: _____

Buyer: _____

NOTE: COMPLETE AND RETURN THIS FORM**ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

- ☐ We do not sell the products/services called for in this invitation for bid, but we **want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- ☐ We are not interested in doing business with the City of Sacramento, because _____
- _____
- ☐ Other reasons/comments: _____
- _____
- ☐ Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

(Business Name)_____
(Street Address/P.O. Box)_____
(City, State, Zip)_____
(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 1 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.

- a. To obtain an electronic version of this bid go to Procurement's website at www.pwsacramento.com/bids.
- b. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., October 17, 2007.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.

4. **Bid Security.** Bid Security is: ☐ Required ☒ Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: ☐ Required ☒ Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

General Questions:

Procurement Services Division

Attention: Marc Robles

Email: mrobles@cityofsacramento.org

(916) 808-6240

Technical Questions:

Facilities Management Division

Attention: Gary Holm

Email: gholm@cityofsacramento.org

(916) 808-6321

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and

nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

C. BID SIGNATURE PAGE

BID NO. B081181018FOR SERVICES/SUPPLIES: Integrated Pest Management Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

NAME OF CONTRACTOR: APPLIED PEST MANAGEMENT, INC.ADDRESS: 2425 SONOMA BLVD VALLEJO, CA 94590PHONE # 800-244-1176 FAX# (707) 554-0191 E-MAIL APM@APPLIEDPESTMGT.COMSTATE TAX I.D. #: 301-5935 FEDERAL TAX I.D. #: 68-0020879City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)TYPE OF BUSINESS ENTITY (check one): ☐ Individual/Sole Proprietor ☐ Partnership
☒ Corporation ☐ Limited Liability Company
Other (please specify): _____BY: (signature of authorized person) Imogene BarkerPRINT NAME: Imogene BarkerTITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLYThe Bid was opened on 10.24.07Bid Bond Required: ☒ No; ☐ Yes - Amount: \$ _____Received: ☐ Cashiers or Certified Check drawn on a California bank; ☐ Surety Bond_____
City Clerk/Procurement Services Manager**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

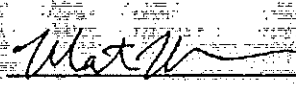

Specify: _____

Contract Not-to-Exceed Amount: \$ 230,000.00Award Date: 12.4.07**CONTRACT APPROVAL**

Approved/as to Form:

Approved:

Attest:


City Attorney
Marty Hanneman, Assistant City Manager
for Ray Kerridge, City Manager/December 6, 2007
Dawn Brundage
City Clerk
12-7-07CITY
CONTRACT NO. 2007-295

SECTION I – REQUIREMENTS

D. PREVAILING WAGE IN CERTAIN SERVICES REQUIREMENT

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION I – REQUIREMENTS

E. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

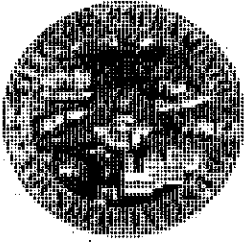
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees:

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

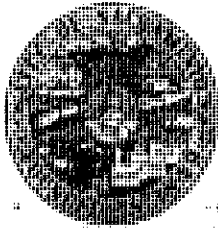
If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ...

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

If you feel you have been discriminated against by your employer . . .

You May . . .

- ☐ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I St., 2nd Floor
Sacramento, CA 95814
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance.

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION I – REQUIREMENTS

F. LIVING WAGE ORDINANCE (LWO) REQUIREMENTS

LIVING WAGE ORDINANCE

The Living Wage Ordinance (LWO) requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, renewed or extended at the City's discretion.

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific City contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to City, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the City of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the City has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.**

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.²

The minimum compensation required is as follows:

- a. If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2004, \$9.00 per hour.
 - (b) During 2005, the greater of \$9.33 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.

¹ The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

² A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (c) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (d) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

b. If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

- (a) During 2004, \$10.50 per hour.
- (b) During 2005, the greater of \$10.87 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.
- (c) During 2006, the greater of \$11.17 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (d) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is at least \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than \$12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

Additional Information

For a complete description of LWO provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org. For more information on the LWO requirements and the City's LWO program, contact Procurement Services Department, (916) 808-6240.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses,

permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest, or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance

hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONTRACTOR, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONTRACTOR shall, upon CITY's request, defend at CONTRACTOR's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance, providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

☒ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

SCOPE

The Contractor shall demonstrate an understanding of the concept of IPM principles and practices of pest control; furthermore, the Contractor must be able to identify important pests and describe life cycles, habits, and conditions that affect populations of those pests. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed, accurate decisions as to when control measures are needed and the type of control measures to be used.

The City of Sacramento will be requiring structural pest control applicators to be fully IPM Certified, or in the process of achieving certification, by a certifying agency such as EcoWise or equivalent. Contractors claiming to have comprehensive IPM services but are not IPM certified may be awarded a contract contingent upon the Contractors ability to demonstrate adequate knowledge and experience in IPM principles and practices. City representatives will determine if non-certified IPM practitioners contain adequate knowledge and skills to implement a comprehensive IPM program satisfactorily meeting the needs of the City; additionally, there must be at least one, City-approved IPM practitioner overseeing the implementation of the IPM program, and all technicians will be required to attend annual IPM training programs.

CONTRACT PERIOD

This agreement shall be effective for one year from the date of award by City Council.

CONTRACT EXTENSION

Any resultant contract may be extended on a year to year basis under the same terms and conditions at the City's discretion. However, in no case shall the renewal extend beyond 4 years from the date of award of the original contract.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

FACILITIES AND PESTS COVERED IN CONTRACT

The City facilities listed in the preceding Price Schedule will require either Comprehensive Integrated Pest Management (IPM) Services or Routine IPM Services. Designated facilities will receive comprehensive Pest Management Plans for pest control services, and remaining facilities are to receive Routine IPM services as needed; moreover, Comprehensive and Routine services shall include the control of all pests in and around facilities such as, but not necessarily be limited to: ants, fleas, stinging insects and nests, mites, mice, rats, roaches, spiders, birds, bats, and squirrels utilizing proper and safe use of least toxic pesticides.

Provisions for the more Comprehensive IPM services and provisions for Routine IPM services for pest control are indicated in the Technical Specifications.

TOTAL CHARGE PER YEAR

The contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects for a comprehensive IPM program in designated facilities. The contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression for all listed facilities.

The price(s) bid is/are the total charge per month/year for each area listed in the Pricing Schedule and shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit.

MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

CONTRACT REPRESENTATIVES

During performance of the contract, the City will be represented by Malysa Berry, telephone (916) 808-1242; Dennis Neillson for the Sacramento Public Library, telephone (916) 264-2820; and Allison Winebrenner for Fairytale Town (916) 264-7060. The City IPM Contact Person for IPM services will be Roxanne Livingston, telephone (916) 808-1458.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

CONTINUED USE OF FACILITIES

The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work. Contractor agrees to perform work as called for between the hours of 7 A.M. and 7 P.M. Work accomplished on weekends or legal holidays, if done at Contractor's option and authorized by City Representative, will be performed at no additional expense to the City.

MATERIAL SAFETY DATA SHEETS (MSDS)

It is mandatory for the service contractor to supply a MSDS for all chemicals used during the performance of this contract to the City Safety Office, 915 I Street, 4th Floor Sacramento, CA 95814. Also, at any time the content of a MSDS is revised, the Contractor will provide new information to same. For facilities containing a comprehensive Pest Management Plans, MSDS will be included within the Plan.

CONTRACT INTENT

Specifications contained within this Statement of Work are written with the intent to meet and comply with all requirements but the final certification to comply shall rest with the Contractor and not the City of Sacramento. Should requirements as specified not comply, the Contractor is required to re-figure and revise the specifications to meet all laws, rules and regulations where it applies, and the City of Sacramento is to be notified thereof.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

C. TECHNICAL SPECIFICATIONS

General Provisions

1. The city reserves the right to add or delete locations according to its needs. Additional locations shall be quoted on the same cost basis as other locations. The City is not limited to purchasing all of its requirements from any contract resulting from this bid.
2. All work performed under this agreement shall be performed under the rules and regulations of the Structural Pest Control Act in effect at the time of performance.
3. All materials and workmanship shall be industry standard in every respect. All work shall be subject to general supervision and satisfaction of the City representative in charge, who may exercise such control of the work as is required to safeguard the interests of the City.
4. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and take all precautions required by applicable regulations of the State Department of Industrial Relations and OSHA
5. Contractor shall be licensed by the State of California Structural Pest Control Board and shall possess a valid structural pest control operator's license in branches I, II and III. Persons employed by the contractor to perform pest control services on this contract shall either be licensed by the same board and possess a field representative's license in the proper branch or be under the direct on-site supervision of an employee holding a valid field representative's license in the proper branch.
6. It is incumbent upon the contractor and those in its employ to be aware of the injurious nature of any pesticide used and to insure proper safeguards in the application of those pesticides. It is the responsibility of the contractor to secure any necessary use permits or licenses required for the use of any pesticides and to abide by any conditions set forth in those permits or licenses.
7. The date and time of regularly scheduled service shall, in advance of service, be as agreed upon between the contractor and the individual building manager/supervisor or, if none, the City representative. Service reports must be submitted to City Service Building Manager / Supervisor or designated employee when service is performed and a copy submitted with invoice. All invoices with the exception of Library and Fairytale Town should be mailed to:

City of Sacramento
5730 24th Street, Bldg. #1
Sacramento, CA 95822
Attn: Accounts Payable

The invoice for all the libraries, items 21-34, should be mailed to:

Central Library
828 I Street
Sacramento, CA 95814
Attn: Dennis Neillson

The invoice for Fairytale Town, item 88, should be mailed to:

Kathy Fleming
3901 Land Park Drive
Sacramento, CA 95822

10. Whenever, in the opinion of the City, the said service is not satisfactory, the contractor shall be advised of the reasons. If the contractor fails to correct the unsatisfactory conditions with ten (10) days, the City Purchasing Agency may declare this contract terminated and contract with another services supplier. It shall be understood and agreed that the contract may be terminated by either party to the contract upon thirty days notice in writing. In the event of unresolvable differences of service to be performed, the City may call upon the State of California Structural Pest Control Board or clarification.

11. Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately.

Comprehensive Integrated Pest Management (IPM) Services

Background

The Central Valley Regional Water Quality Control Board recently approved a Pesticide Plan to be implemented by the City of Sacramento as required by the municipal storm water National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597. The Pesticide Plan is a comprehensive plan with a goal to reduce the discharge of pesticides from municipal storm water systems to urban creeks within Sacramento County to the maximum extent practicable. It was decided that the best way to minimize the water quality risks associated with pesticides was to promote Integrated Pest Management (IPM).

IPM is a relatively new concept in urban areas. Traditional structural pest control, as contracted by the City government in the past, was largely reactive to pest infestations and bases much of its response on the routine, scheduled spraying of pesticides. This spraying was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate control.

Conversely, IPM is a process, or planned program, for long-term pest suppression. The process is based on surveillance and the interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications, which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The City of Sacramento is in the process of establishing IPM policies and procedures for its facilities and land use areas; consequently, the City is beginning to implement Pest Management Plans for designated facilities only, and will develop Plans for remaining facilities as budget allows and as a greater understanding of IPM services evolves.

1.0 GENERAL IPM PROGRAM REQUIREMENTS

This program incorporates the advantageous use of all appropriate control options including: education, habitat modification, sanitation, alteration of maintenance activities, trapping and chemical controls -- so that pests and the environment can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.

1.1 Routine IPM SERVICES

For facilities without Pest Management Plans, the Contractor shall also demonstrate an understanding of the concept of the IPM method of pest control. Routine IPM Services shall include the control of all pests in and around the facilities based on monitoring and inspecting for such pests. Any structural modifications, sanitation improvements, and personnel practices observed that may be contributing to pest problems shall be reported to the Facility Liaison or the IPM Contact Person. Services shall be provided monthly to all Routine IPM Service sites.

General requirements of the IPM program shall include the following for each building specified in this contract:

1.2 Initial Site Assessment

A thorough, initial inspection shall be conducted during the first few months of the contract by the Contractor's entomologist (or experienced IPM technician) and the user Facility Liaison. The purpose of this initial inspection is for the contractor to evaluate the pest control needs of the premises and to discuss these needs with the Department.

The following specific points should be addressed:

- a) Identification of problem areas in and around the building.
- b) Identification of structural features or personnel practices that are contributing to pest infestations.
- c) Discussion of the effectiveness of previous control efforts.
- d) Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the facility liaison.
- e) Informing the contractor of any restrictions or special safety precautions.

1.3 Submission of Plan

Following the initial inspection, the contractor will develop a detailed Pest Management Plan and Service Schedule for each of the designated buildings. This written plan and schedule must be submitted to the user Department representative/Facility Liaison for approval prior to initiation. The plan and schedule should address any structural or operational changes, which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name); the building; and rationale for each type of use. Proposed trapping, exclusion devices for pests, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of the premises. At the minimum, the inspections shall be done monthly. The following guidelines will help you to define your IPM Inspection Frequency for the designated facilities:

- a) Food preparation, Storage & service areas (such as cafeteria) shall be monitored weekly (excluding vending machines, Break rooms, Employee Lunch Room and similar small food storage & service areas).
- b) Employee lunchroom, Break Room (inclusive of Refrigerator, Microwave, Coffee Stations and similar devices and kitchenettes) shall be monitored at least two times per month.
- c) Vending machines, Beverage Dispensing units, Water Dispensing Coolers and similar devices shall be monitored at least once per month.
- d) Basements & Ground Floor shall be inspected at least once per month.
- e) Washrooms, Pipe Chases, Elevator pits, Telephone & Electrical conduit chases, Mechanical Rooms, General Storage Rooms & structures of similar nature shall be inspected each alternate month (Arrange your schedule in such a way so that such areas are rotated, inspected & serviced as needed at least six times per year).
- f) Interior landscape such as Atrium shall be inspected at least once per month. Potted plants in the offices, lobby etc. shall be inspected on need basis or upon request.
- g) Exterior Grounds or Perimeter of the Building shall be visually inspected for the signs of arthropods, rodents, birds and other wild life at least once per month.
- h) Exterior Bait Stations shall be inspected at least once per month or more frequent as needed in case of any problem encountered.
- i) Trapped rodent shall be removed within 24 hours or as requested by the user department representative.
- j) If you encounter rodent, birds or any other wild life problem and intend to place traps (such as glue traps or mechanical traps), you must ensure to provide daily, weekly or biweekly follow up as needed until problem is solved. Traps shall be removed, once problem is over and you return to routine maintenance inspections.
- k) Preventive placement of traps is suggested, only if you are in a position to monitor the same at least on weekly basis.

The plan and schedule shall be submitted not more than **ten (10) working days** following the initial inspection of the premises. The user Department will render a decision regarding the acceptability of the plan and schedule **within ten (10) working days** following receipt. The contractor shall be on-site to implement the plan and schedule within **five (5) working days** following notice of approval of the plan. If the plan is disapproved, the contractor shall have **three (3) working days** to submit a revised plan and schedule. The schedule may be amended by Contractor upon City Approval. In this initial phase of the IPM program, the City reserves the right to request amendments/revisions to the plan as a greater understanding of what level of IPM services the City is capable of achieving.

1.4 Monitoring and Inspection

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels.

Monitoring and inspection shall be continued throughout the duration of this contract. Where appropriate, glue traps (insect monitors) shall be employed to monitor cockroach populations in selected areas.

1.5 Structural Modifications

Unless otherwise stated in the project definition, structural modifications for pest suppression shall **not** be the responsibility of the contractor. The contractor shall make recommendations to the user department of what structural modifications can reasonably be accomplished. However, Contractor must provide adequate pest management even if structural modifications have not been accomplished as requested. Non compliance to the structural modification can be discussed with the Department Representative/Facility Liaison so that issues can be resolved to provide effective, efficient, economical IPM program.

1.6 Pesticide Treatment

As a general rule, application of pesticides in any area inside or outside the premises - i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - shall not occur unless inspections or monitoring indicate the presence of pests in that specific area and alternate IPM methods or measures (physical, cultural, mechanical, biological) fail to suppress the pest population. An actual specimen of an insect pest, or active signs of same, must be seen before pesticides are applied. A rodent dropping, burrow, or runway is sufficient to indicate the presence of rodents in an area.

Preventive treatments as applicable by California law & Regulations (Department of Pesticide Regulations) and or California Structural pest control Board, of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval from the user department. The contractor must indicate areas for the preventive treatment in the Pest Management Plan for the building and list the methods of application.

1.7 Record Keeping

The contractor shall be responsible for maintaining a complete and accurate pest management log for the designated facilities. Each of the designated buildings that contains a Pest Management Plan shall have its own binder, which will be kept in the user department designated office and maintained on each visit by the contractor and copies of all service receipts.

The Binder shall contain the following items:

- a) A copy of the Pest Management Plan and Service Schedule for the building.
- b) A copy of the current label and EPA registration number (California DPR Registration Number) for each pesticide used in the building or site, including the Material Safety Data Sheet. Pesticide labels are normally interpreted as including in-depth safety and use documentation.
- c) Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building: For example, number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc.
- d) The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format. However, map format is preferred.

e) The user department's work order or other requests to service log form. These forms will be supplied by the contractor and will be used to advise the contractor of routine service requests and to document the performance of all work. Upon completion of a service visit to the building, the contractor's representative performing the service shall complete, sign and date the log, and return it to the user department's office on the same or succeeding day of the performance of the service.

f) The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate some or all of the past surveillance data required in item c) above.

g) A Pest Sighting Log for City staff to report any observed pest activity. During the technician's visit to the service site, they shall refer to the Pest Sighting Log for reports of pest activity. If there is a report in the log book, the technician shall contact the reporting person for more information if necessary and then proceed to identify:

The extent of the infestation.

The control options that are most appropriate to the specific location of pest(s)

The conditions conducive to the pest(s)

If the technician can treat the pest using a non-chemical method or make arrangements with the necessary building staff to do so. If necessary, the technician shall make a follow-up visit prior to the next monthly service to evaluate the effectiveness of the treatment.

1.8 Chemical Controls

Since this is an IPM contract, chemical controls shall be used primarily as a last resort and only after approval by the user department representative on a case-by-case basis.

1.9 IPM Contact Person and Facility Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the City shall designate an IPM Contact Person for the City and a Facility Liaison for each of the designated facilities. These people should have the interest and capability to address pest management issues. The IPM Contact Person should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as Facility liaisons should be provided to the Contractor by the City. The Contractor's pest management technician should meet with the facility liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and Facility Liaison will:

1. Identify and discuss specific problem areas in the facility;
2. Facilitate access to all management areas for that facility;
3. Identify and discuss building features or personnel practices that might contribute to pest infestations;
4. Discuss effectiveness of previous control efforts; and
5. Notify pest management personnel of any new restrictions or special safety precautions.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III - BIDDER RESPONSE DOCUMENTS**A. ITEMS REQUIRING BIDDER RESPONSE**

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

☒ YES - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

APP5000A30P

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an emerging business enterprise? Check the appropriate block below:

☒ YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: APP5000A30P

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:



DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 - I STREET
2nd FLOOR
SACRAMENTO, CA 95814

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

PHONE: 916-808-6240
FAX: 916-808-5747

January 3, 2007

APPLIED PEST MANAGEMENT INC
P. O. BOX 3317
VALLEJO, CA 94590

Subject: Emerging and Small Business Enterprise Certification

Congratulations! The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **December 30, 2009**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **APP5000A30P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

Keep this letter as proof of ESBD certification. Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, please call our new number: **(916) 808-6747**.

Sincerely,

Trevor Walton
Program Specialist

Integrated Pest Management Services

BID NO. B081181018

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ☒ Yes; or ☐ No

If the answer to Question #1 is "Yes":

- 1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

4551 ORANGE GROVE AVENUE
SACRAMENTO, CA. 95841

Specify: fixed office location or distribution point(s): FIXED OFFICE LOCATION

- 2) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate

Number: 52973

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes ☒ or No ☐ (Net 30 days)

If Yes, the Payment Discount is 5 % for payment within 30 calendar days, which will be computed from the date service is complete and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Integrated Pest Management Services

BID NO. B081181018

SECTION III – BIDDER RESPONSE DOCUMENTS

C. BID GUARANTEE

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

D. PERFORMANCE BOND

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PAYMENT BOND

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

F. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

THIS SECTION IS NOT APPLICABLE TO THIS BID

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the

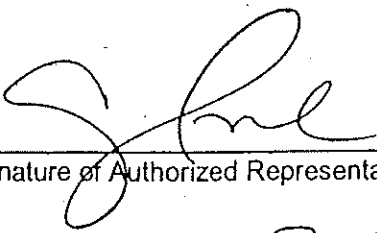
City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

10/9/2007

Date

CAROLYN FORE

Print Name

ASST- TO THE PRESIDENT

Title

SECTION III – BIDDER RESPONSE DOCUMENTS

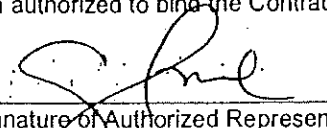
I. DECLARATION OF COMPLIANCELiving Wage Ordinance

Name of Contractor: APPLIED PEST MANAGEMENT, INC / PARATEX TERMITE
Address: 4551 ORANGE GROVE AVE, SACRAMENTO, CA 95841

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contract, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

Print name: CAROLYN FORE

Date: 10/9/2007

Title: ASST. TO THE PRESIDENT

SECTION III – BIDDER RESPONSE DOCUMENTS

J. PRICING SCHEDULE

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional fees will be allowed.

Note: All items must be priced in order for your bid to be considered responsive.

Item no.	Facility	Address	Annual Cost
1	City Hall (Historic)	915 I Street	\$ 876.00
2	City Hall (new)	915 I Street	\$ 1,080.00
3	911 Call Center	7397 San Joaquin Street	\$ 408.00
4	Max Baer Community Center	7815 35th Ave.	\$ 288.00
5	Clunie Club House	3301 H Street	\$ 420.00
6	Coloma Community Center	4623 T. Street	\$ 840.00
7	Belle Coledge Community Center	5699 South Land Park Dr.	\$ 288.00
8	Ethel McLoud Hart Senior Center	915 27th Street	\$ 840.00
9	Evelyn Moore Community Center	1402 Dickson Street	\$ 360.00
10	Garden & Arts Community Center	3316 McKinley Blvd.	\$ 300.00
11	Joe Mims Jr. / Hagginwood Community Center	3271 Marysville Blvd.	\$ 360.00
12	Johnston Park (Carl) Community Center	231 Eleanor Ave.	\$ 336.00
13	Clunie Community Center	601 Alhambra Blvd.	\$ 360.00
14	Miller Park (Fredrick) Boat Harbor Office	2701 Harbor View Drive	\$ 348.00
15	Oak Park Child Care Center	3930 8th Ave.	\$ 348.00
16	Oak Park Community Center	3425 M. Luther King Blvd.	\$ 348.00
17	Robertson Community Center	3525 Norwood Ave.	\$ 360.00
18	Sam Pannell Community Center	2450 Meadowview Road	\$ 360.00
19	George Sim Park Community Center	6207 Logan Street	\$ 420.00
20	Public Safety Admin Building (Police)	5770 Freeport Blvd.	\$ 720.00
21	Arcade Library	2443 Marconi Ave.	\$ 600.00
22	Arden Library	891 Watt Ave.	\$ 324.00
23	Belle Coledge Library	5600 South Land Park Dr.	\$ 324.00
24	Central Library	828 I Street	\$ 360.00
25	Colonial Heights Library	4799 Stockton Blvd.	\$ 300.00
26	Del Paso Library	920 Grand Ave.	\$ 300.00
27	Fair Oaks Library	1160 Fair Oaks Blvd.	\$ 300.00
28	Martin Luther King Regional Library	7340 24th St.	\$ 300.00
29	McClatchy Library	2112 22nd Ave.	\$ 300.00
30	McKinley Library	601 Alhambra Blvd.	\$ 240.00
31	Rancho Cordova Library	9845 Folsom Blvd.	\$ 348.00
32	South Natomas Library	2901 Truxel Road	\$ 300.00
33	Southgate Library	6132 66th Ave.	\$ 300.00
34	Sylvan Oaks Library	6700 Auburn Blvd.	\$ 360.00
35	Animal Shelter	2127 Front Street	\$ 960.00
36	Bing Maloney Golf Pro Shop/Restaurant	6801 Freeport Blvd.	\$ 360.00
37	Cavanaugh Golf Course Club House	8325 River Road	\$ 480.00

Integrated Pest Management Services

BID NO. B081181018

38	Cavanaugh Golf Course Hack House	8325 River Road	\$ 348.00
39	Cavanaugh Golf Course Snack Bar/Restroom	8325 River Road	\$ 180.00
40	Haggin Oaks Pro Shop/Restaurant	3645 Fulton Avenue	\$ 660.00
41	Wm. Land Park Golf Pro Shop & Restaurant	1501 Sutterville Rd.	\$ 660.00
42	Meadowview Service Center Admin - Bldg A	2812 Meadowview Road	\$ 540.00
43	Meadowview Service Center Lockers - Bldg B	2812 Meadowview Road	\$ 540.00
44	Meadowview Service Center Security - Bldg E	2812 Meadowview Road	\$ 120.00
45	Meadowview Service Center Shops - Bldg C	2812 Meadowview Road	\$ 480.00
46	New Building	300 Richards Blvd.	\$ 660.00
47	Plaza Building	921 10th Street	\$ 348.00
48	Sutter's Landing	20.28th Street	\$ 360.00
49	City Cemetery Office	1001 Broadway	\$ 348.00
50	Sequoia Pacific Building	551 Sequoia Pacific Blvd.	\$ 480.00
51	Plaza Parking Garage	1000 I Street	\$ 336.00
52	Joseph E. Rooney Police Facility	5303 Franklin Blvd	\$ 480.00
53	Sequoia Pacific Police Property Warehouse	555 Sequoia Pacific Blvd.	\$ 480.00
54	William J. Kinney Police Facility	3550 Marysville Blvd.	\$ 420.00
55	Drill Tower Fire Maint Bldg.	3230 J Street	\$ 360.00
56	Drill Tower Fire Maint Bldg.No 2	3230 J Street	\$ 360.00
57	Fire Maintenance Building	3230 J Street (rear)	\$ 240.00
58	Fire Station # 01	624 Q Street	\$ 336.00
59	Fire Station # 02	1229 I Street	\$ 336.00
60	Fire Station # 03	7208 West Elkhorn Blvd.	\$ 336.00
61	Fire Station # 04	3145 Granada	\$ 336.00
62	Fire Station # 05	731 Broadway	\$ 336.00
63	Fire Station # 06	3301 M. Luther King Blvd.	\$ 336.00
64	Fire Station # 07	6500 Wyndham Way	\$ 336.00
65	Fire Station # 08	5990 H Street	\$ 336.00
66	Fire Station # 09	5801 Florin Perkins Rd.	\$ 336.00
67	Fire Station # 10	5642 66th Street	\$ 336.00
68	Fire Station # 11	785 Florin Road	\$ 336.00
69	Fire Station # 12	4500 24th Street	\$ 336.00
70	Fire Station # 13	1341 43rd Ave.	\$ 336.00
71	Fire Station # 14	1341 N. C Street	\$ 336.00
72	Fire Station # 15	1591 Newborough	\$ 336.00
73	Fire Station # 16	7363 24th Street	\$ 336.00
74	Fire Station # 17	1311 Bell Ave.	\$ 336.00
75	Fire Station # 18	746 N. Market Blvd.	\$ 336.00
76	Fire Station # 19	1700 Challenge Way	\$ 336.00
77	Fire Station # 20	300 Arden Way	\$ 336.00
78	Fire Station # 56 (Old 22)	3720 47th Ave.	\$ 336.00
79	Fire Station # 57 (Old 23)	7927 East Parkway	\$ 336.00
80	Fire Station # 60 (Old 21)	3301 Julliard Dr.	\$ 336.00
81	Fire Station # 70 (Old 11,25)	1910 Arica Way	\$ 336.00
82	Fire Training Center	3230 J Street (rear)	\$ 336.00
83	Memorial Auditorium	1515 J Street	\$ 480.00
84	Convention Center Theater	1301 L Street	\$ 480.00
85	Convention Center	1100 14th Street	\$ 1,080.00
86	Convention Center (Classique Catering)	1100 14th Street	\$ 480.00
87	Convention Center Admin. (Pannatoni)	1030 15th Street	\$ 360.00

Integrated Pest Management Services

BID NO. B081181018

88	Fairytale Town, Admin, Gift Shop & Cafe	3901 Land Park Drive	\$ 360.00
89	Crocker Art Museum	216 O Street	\$ 480.00
90	Corp Yard Building # 01	5730 24th Street	\$ 120.00
91	Corp Yard Building # 03	5730 24th Street	\$ 120.00
92	Corp Yard Building # 04	5730 24th Street	\$ 120.00
93	Corp Yard Building # 05	5730 24th Street	\$ 120.00
94	Corp Yard Building # 06	5730 24th Street	\$ 120.00
95	Corp Yard Building # 07	5730 24th Street	\$ 120.00
96	Corp Yard Building # 08	5730 24th Street	\$ 120.00
97	Corp Yard Building # 09	5730 24th Street	\$ 120.00
98	Corp Yard Building # 10	5730 24th Street	\$ 120.00
99	Corp Yard Building # 11	5730 24th Street	\$ 120.00
100	Corp Yard Building # 12	5730 24th Street	\$ 120.00
101	Corp Yard Building # 13	5730 24th Street	\$ 120.00
102	Corp Yard Building # 14	5730 24th Street	\$ 120.00
103	Corp Yard Building # 16	5730 24th Street	\$ 120.00
104	Corp Yard Building # 19	5730 24th Street	\$ 120.00
105	Corp Yard Building # 20	5730 24th Street	\$ 120.00
106	Corp Yard Building # 21	5730 24th Street	\$ 120.00
107	Corp Yard Building # 22	5730 24th Street	\$ 120.00
108	Corp Yard Guard House	5730 24th Street	\$ 120.00
109	Discovery Museum	101 I Street	\$ 348.00
110	Natomas Community Center	2921 Truxel Road	\$ 300.00
111	North Area Corp Yard (NACY)	918 Del Paso Road	\$ 480.00
112	Police JA Unit	5760 Freeport Blvd.	\$ 420.00
113	Police Equestrian/Boat Units Bldg.	Miller Park Corp Yard	\$ 360.00
114	Police Barn	Miller Park Corp Yard	\$ 240.00
115	Water Conservation Office	2260 Glen Ellen Circle	\$ 600.00
116	Woodlake Clubhouse	500 Arden Way	\$ 360.00
Total Cost			\$ 42,024.00

RESOLUTION NO. 2007-862

Adopted by the Sacramento City Council

December 4, 2007

AWARD CONTRACT FOR INTEGRATED PEST MANAGEMENT SERVICES

BACKGROUND

- A. The City of Sacramento has a requirement for pest management services for all City-owned and occupied buildings. The Department of General Services, Facilities Management Division, is responsible for delivering these services to their customers throughout the City.
- B. In October 2007, the City issued a formal Invitation to Bid (B0811811018) for integrated pest management services and eight bidders responded. Two apparent low bidders, Ecolab and True Value Pest Control, were found to be non-responsive and rejected. The lowest responsive and responsible bidder was found to be Applied Pest Management, Inc.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Award a one-year contract with three one-year renewal options to Applied Pest Management, Inc., the lowest responsive and responsible bidder, for the purchase of integrated pest management services in an amount not to exceed \$230,000.
- Section 2. Authorize the City Manager or the City Manager's designee to execute the contract specified above and enter into such extension(s), provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

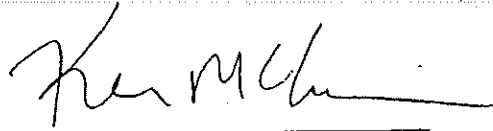
Adopted by the City of Sacramento City Council on December 4, 2007 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, and Waters.

Noes: None.

Abstain: None.

Absent: Mayor Fargo.



Kevin McCarty, Vice-Mayor

Attest:

for Dawn Bullwinkel
Shirley Concolino, City Clerk

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SR
APPLPE1 DATE (MM/DD/YYYY)
05/01/07

PRODUCER
*ISU McNeil Insurance Agency,
INC.
7200 Redwood Blvd., Suite 400
Novato CA 94945-3249
Phone: 415-892-8575 Fax: 415-899-8668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Applied Pest Management Inc.
& Paratex Termite and
Construction Company
P.O. Box 3317
Vallejo, CA 94590

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Fireman's Fund Insurance Co.
INSURER B: Oak River Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZG80873313	05/01/07	05/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl. Pesticide & Herbicide Endorse				PERSONAL & AOV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT, APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	MZG80873313	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AGG \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2210017961-071	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

RECEIVED
MAY 09 REC'D
RISK MGMT.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS AND EMPLOYEES & VOLUNTEERS ARE
NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT AS RESPECTS TO WORK
PERFORMED BY OR ON BEHALF OF THE NAMED INSURED IN THE COURSE OF THIS
AGREEMENT. 10 DAY NOTICE OF CANCELLATION APPLIES IN THE EVENT OF
NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SACRAMENTO
DEPT OF HUMAN RESOURCES
RISK MANAGEMENT DIVISION
921 TENTH STREET, 7TH FLOOR
SACRAMENTO CA 95814-2713

CITYSC1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William W. Quan, Jr., CIC

**Additional Insured – Owners, Lessees or Contractors – Scheduled
Person or Organization - CG 20 10 07 04**

Policy Amendment (s) Commercial General Liability

Insured: Applied Pest Management, Inc.

Policy Number: MZG80873313

Producer: ISU McNeil Insurance Agency, Inc.

Policy Period: 05/01/07 TO 05/01/08

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule:

Name of Additional Insured Person (s) or Organization (s)

**City of Sacramento, Its Officials, Agents
Employees & Volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is an Insured is amended to include as an additional insured the person (s) or organization (s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured (s) as the location (s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG2010 7-04

Copyright, ISO Properties, Inc. 2004

AGORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SR APPLPE1	DATE (MM/DD/YYYY) 05/01/07
PRODUCER: *ISU McNeil Insurance Agency, INC. 7200 Redwood Blvd., Suite 400 Novato CA 94945-3249 Phone: 415-892-8575 Fax: 415-899-8668		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED: Applied Pest Management Inc. & Paratex Termite and Construction Company P.O. Box 3317 Vallejo, CA 94590		INSURERS AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Co. INSURER B: Oak River Insurance Company INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MZG80873313	05/01/07	05/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	Incl. Pesticide & Herbicide Endorse				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMPIOP AGG	\$ 2,000,000				
A		AUTOMOBILE LIABILITY	MZG80873313	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
<input checked="" type="checkbox"/>	NON-OWNED AUTOS	OTHER THAN AUTO ONLY: EA ACC	\$				
		GARAGE LIABILITY				AUTO ONLY: AGG	\$
		ANY AUTO				EACH OCCURRENCE	\$
		EXCESS/UMBRELLA LIABILITY				AGGREGATE	\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2210017961-071	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS AND EMPLOYEES & VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT AS RESPECTS TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED IN THE COURSE OF THIS AGREEMENT. 10 DAY NOTICE OF CANCELLATION APPLIES IN THE EVENT OF NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITYSC1 CITY OF SACRAMENTO DEPT OF HUMAN RESOURCES RISK MANAGEMENT DIVISION 921 TENTH STREET, 7TH FLOOR SACRAMENTO CA 95814-2713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE William W. Quan, Jr., CIC
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**Additional Insured – Owners, Lessees or Contractors – Scheduled
Person or Organization - CG 20 10 07 04**

Policy Amendment (s) Commercial General Liability

Insured: Applied Pest Management, Inc.

Policy Number: MZG80873313

Producer: ISU McNeil Insurance Agency, Inc.

Policy Period: 05/01/07 TO 05/01/08

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule:

Name of Additional Insured Person (s) or Organization (s)

**City of Sacramento, Its Officials, Agents
Employees & Volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is an Insured is amended to include as an additional insured the person (s) or organization (s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured (s) as the location (s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG2010 7-04

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Department of Transportation
Street Maintenance Services

Pavement Maintenance

Best Management Practices as applies to storm water protection

Practice:

It shall be the practice of the City of Sacramento Department of Transportation personnel involved in street maintenance to reduce to the maximum extent practicable the flow, migration, or spillage of contaminates, silt and other debris into the storm water drainage system.

Pavement Maintenance core services will conform to the following general practices and procedures;

1. Maintenance planning and scheduling will include consideration of potential impacts to stormwater quality. Due to the nature of paving operations, the scheduling of patching, resurfacing and surface sealing naturally corresponds with the dry weather seasons. Scheduling considerations of other core services shall include:
 - a. Time of season
 - b. Weather forecast
 - c. Viability/ practicality of method
 - d. Presence of downstream BMP's (i.e., pumping station, maintained drainage ditches)
 - e. Materials being used
2. Storm drains in **applicable** work zones will be covered or blocked to prevent debris from entering the stormwater system during operations. During some paving operations, work is done in the center of a wide corridor which may not require inlet protection; in such circumstances, work will be monitored by the Supervisors to ensure equipment is in place to keep debris from paving operations out of the gutter and associated drain inlets.
 - a. As part of the initial assessment of all jobs, the work zone and immediate area will be checked for possible points where debris may enter the storm drain system before work begins.
 - b. Filter fabric is to be placed at drain inlets adjacent to work site and downstream inlets close to work area.
 - i. **Remove inlet protection after job is complete or after water form emulsified oil sealants has drained or evaporated.**
 - c. Although pollution potentials generated by paving operations are generally benign, drain inlet protection shall be evaluated in cases where:

- i. There is a potential for water/irrigation line fracture
 - ii. There is the presence of “nuisance flows”
 - 1. Excessive water flowing off adjacent parcels into gutter.
 - 2. Irrigation flowing off nearby parcels into gutter.
 - d. Work sites that have been identified as having nuisance flows associated with them will require gravel bags or some other measure designed to filter turbid water generated from work-related sediment interacting with the nuisance flow.
 - i. In the event of turbid water discharging in the gutter, the measure put in place shall be monitored to:
 - 1. Proper functioning of measure (i.e., adequate filtering of turbid flow prior to discharging into drain inlet).
 - 2. Ensure that there is no localized flooding at any intersection or street that may impact traffic.
 - 3. Ensure no turbid flows enter any downstream drain inlets.
 - ii. If work is conducted on a relatively steep hill, additional gravel bags shall be placed **in the gutter** leading to the next downstream drain inlets in order to.
 - e. Where there is no practical method to cover or block off stormwater facilities, work shall be planned and conducted so as to minimize or exclude materials falling into the stormwater system
 - i. All sediment and debris is contained within the work area by crews either sweeping or vacuuming.
 - ii. Spoils may be used to block any flow in the gutter as long the downstream portion of the gutter is monitored for any turbid flows threatening to enter a storm drain, and that there is no localized flooding issues.
3. Materials from operations will be kept within the work zone at all times. Sides of work zone and gutters are kept clean so no loose debris associated with paving operations are left on the street or in the gutter.
 4. All crews and supervisors will identify and cleanup (or schedule for cleanup) stormwater contaminants observed entering drain inlets during operations.
 5. Supervisors will inspect and document work site’s erosion and sediment control measures before, during, and after storm events and makes necessary corrections as is required.
 6. Vehicles carry sand to absorb any spills of gas, oil, vehicle fluids or other liquid contaminants, and clean up debris shall be disposed of properly.
 - a. Any diesel/release agent applied to paving equipment (Paver) to prevent asphalt from sticking shall be done over porous surfaces, contained within paving operations site, or absorbed with sand and swept up.

7. Selection of the most effective, low-toxic release agents applied to tool, boot, and equipment to keep asphalt from sticking.
 - a. Application of oil is done over pervious surfaces or over asphalt mix (i.e., truck positions apron over the Paver prior to oil being sprayed onto the apron.
8. Materials, cut, dug, or otherwise displaced by operations will be removed.
9. Sawcutting operations performed by the paving crews shall occur during dry weather, and all slurry is to be contained and removed using an on-site vacuum.
10. At no time will the work area be washed down with water to clean up.
11. All Department of Transportation vehicles will conform with the Vehicle Code Section 23115 which states in part; No vehicle loaded with garbage, swill, cans, bottles, wastepaper, ashes, refuse, trash, or rubbish, or any other noisome, nauseous or offensive matter, or anything being transported to a dump site for disposal shall be driven or moved upon any highway unless the load is totally covered in a manner which will prevent the load or any part of the load from spilling or falling from the vehicle.
12. All vehicles and equipment leaking vehicle fluids will be reported to the repair shop.
 - a. Catch drips from equipment that is not in use with pans or absorbent material placed under the machines.
 - b. Dispose of collected material and absorbents properly.

Department of Transportation
Street Maintenance Services

In-Source Concrete Maintenance

Best Management Practices as applies to storm water protection

Practice:

It shall be the practice of the City of Sacramento Department of Transportation personnel involved in street maintenance to reduce to the maximum extent practicable the flow, migration, or spillage of contaminates, silt and other debris into the storm water drainage system.

In- Source Concrete Maintenance core services will conform to the following general practices and procedures;

1. Maintenance planning and scheduling will include consideration of potential impacts to stormwater quality. Scheduling considerations shall include:
 - a. Time of season
 - b. Weather forecast
 - c. Viability of method
 - d. Materials being used
2. Storm drains in the work zone will be covered or blocked to prevent debris from entering the stormwater system during operations.
 - a. As part of the initial assessment of all jobs, the work zone and immediate area will be checked for possible points where debris may enter the storm drain system before work begins.
 - b. Filter fabric and/or gravel bags are to be placed at the immediate drain inlets downstream of any work. Remove inlet protection after job is complete.
 - i. If work is conducted on a relatively steep hill, additional gravel bags shall be placed in the gutter leading to the next downstream drain inlets.
 - ii. In the event of turbid water discharging in the gutter, the filter fabric and gravel bags shall be monitored to ensure proper functioning, and to ensure no turbid flows enter any downstream drain inlets.
 - c. Where there is no practical method to cover or block off stormwater facilities, work shall be planned and conducted so as to minimize or exclude materials falling into the stormwater system
 - i. All sediment and debris is contained within the work area by crews either sweeping or vacuuming.

- ii. Spoils may be used to block any flow in the gutter as long the downstream portion of the gutter is monitored for any turbid flows threatening to enter a storm drain, and that there is no localized flooding issues.
- 3. Materials from operations will be kept within the work zone at all times. Sides of work zone and gutters are kept clean so no loose debris is left on the street or in the gutter.
- 4. All crews and supervisors will identify and cleanup (or schedule for cleanup) stormwater contaminants observed entering drain inlets during operations.
- 5. Supervisors will inspect and document work site's erosion and sediment control measures before, during, and after storm events and makes necessary corrections as is required.
- 6. Vehicles carry sand to absorb any accidental spills of gas, oil, vehicle fluids or other liquid contaminants, and clean up debris shall be disposed of properly.
- 7. Materials, cut, dug, or otherwise displaced by operations will be removed.
- 8. At no time will the work area be washed down with water to clean up.
- 9. All Department of Transportation vehicles will conform with the Vehicle Code Section 23115 which states in part; No vehicle loaded with garbage, swill, cans, bottles, wastepaper, ashes, refuse, trash, or rubbish, or any other noisome, nauseous or offensive matter, or anything being transported to a dump site for disposal shall be driven or moved upon any highway unless the load is totally covered in a manner which will prevent the load or any part of the load from spilling or falling from the vehicle.
- 10. All vehicles and equipment leaking vehicle fluids will be reported to the repair shop.
 - a. Catch drips from equipment that is not in use with pans or absorbent material placed under the machines.
 - b. Dispose of collected material and absorbents properly.